



County of San Bernardino

**F A S**

**STANDARD  
CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	Dept. <b>SC</b> <b>MLH</b> <b>A</b>	Contract Number		
County Department <b>Behavioral Health</b>		Dept. <b>MLH</b> Orgn. <b>MLH</b>	Contractor's License No.		
County Department Contract Representative <b>Johnnetta Gibson</b>		Telephone <b>(909) 387-7747</b>	Total Contract Amount <b>\$ 35,747</b>		
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason: _____					
Commodity Code		Contract Start Date <b>7/1/2003</b>	Contract End Date <b>6/30/2004</b>	Original Amount <b>\$ 35,747</b>	Amendment Amount
Fund <b>AAA</b>	Dept. <b>MLH</b>	Organization <b>MLH</b>	Appr. <b>100</b>	Obj/Rev Source <b>1010</b>	GRC/PROJ/JOB No. <b>\$ 35,747</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Project Name <b>CSOC Parent Support Coordinator</b>			Estimated Payment Total by Fiscal Year		
			FY <b>03/04</b>	Amount <b>\$ 35,747</b>	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Diane Terrones

hereinafter  
called

Contractor

Address

ON FILE

Telephone

Federal ID No. or Social Security  
No.

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**WITNESSETH:**

**WHEREAS**, the County desires to enter into an Agreement with the Contractor whereby Contractor will provide mental health services under the direction of an authorized supervisor at the County Department of Behavioral Health in accordance with Title 9 of the California Code of Regulations; and

**WHEREAS**, the Contractor, by execution of the Agreement has indicated his/her willingness to abide by the provisions therein; and

**NOW, THEREFORE**, in consideration of the mutual covenants, duties, responsibilities, and conditions, the parties hereto agree as follows:

## I RESPONSIBILITIES AND DUTIES OF CONTRACTOR

- A. The Contractor shall perform all duties carefully and efficiently and will obey all County of San Bernardino (County) Department of Behavioral Health (DBH) rules and policies, procedures and instructions from his/her superiors.
- B. The Contractor agrees to provide up to 40 hours of service per week during the term of this agreement.
- C. The Contractor shall perform the following duties:
  - 1. To develop Parent Support groups/educational forms, serve on advisory boards, and maintain liaison between current parent support organizations.
  - 2. To act as a liaison between families and the mental health system, assisting them in accessing services for their children by providing information about services available, access and limits to services. To ensure that family members are treated as persons who are deserving of respect by the mental health system and its representatives and service providers.
  - 3. To develop parent participation in the treatment of their children in the mental health system, recruit parents to serve in policy making capacities, and all levels of decision-making regarding treatment of children in the mental health system, as well as coordinating the recruitment, training, and support of regional Parent Advocates in the service system.
  - 4. To develop strategies to educate families in skills which will enhance their competence in dealing with their family member's illness.
  - 5. To develop relationships with service providers within the mental health system and with other service providers within the county.
  - 6. To perform outreach to family members of minority children with serious emotional disturbance.
- D. Contractor shall perform related duties as designated by the Director or his/her designee.

## II. CONDITIONS OF EMPLOYMENT

- A. County agrees to provide appropriate supervision at the County Department of Behavioral Health.
- B. Contractor shall attend appropriate staff meetings, conferences, seminars, in-service trainings and other educational training sessions as approved by the Director or his/her designee.
- C. Confidentiality will be maintained in accordance with the provisions of the Welfare and Institutions Code, commencing with 5328.

## III. COMPENSATION AND METHOD OF PAYMENT

- A. For the performance by Contractor of services listed in this agreement, the County will pay Fourteen Dollars and Fifty-Eight Cents (\$14.58) per hour for the period of July 1, 2003 through July 12, 2003 and Fifteen Dollars and Two Cents (\$15.02) per hour for the period of July 13, 2003 through June 30, 2004. Contractor shall not work more than forty hours per week, unless approved in advance by the Director or his/her designee.
- B. The hourly salary rate(s) specified in Article III, Paragraph A., above, shall be adjusted and Contractor shall receive across the board salary increases in the same manner and at the same time as general employees of the County.
- C. Schedule A, attached to this agreement, provides an annual maximum number of hours to be worked and estimated costs associated with services described in this agreement.
- D. Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- E. Contractor shall be paid biweekly for hours actually worked according to the procedures established by County's Auditor/Controller.

- F. Contractor shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Contractor shall contribute 5% of the Contractor's gross earnings, and County shall contribute 2.5% of Contractor's gross earnings. Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in the Plan on forms approved by the Human Resources Division Chief - Employee Benefits/Transactions. For the purpose of this agreement, Contractor shall not be entitled to participate in County's Retirement Program.
- G. Contractor shall be entitled to participate in the County's Deferred Compensation Plan.
- H. County shall reimburse Contractor for all approved out-of-pocket expenses incurred as part of all necessary travel undertaken in performance of services under this agreement. Allowable expenses, as approved by the County's Director of Behavioral Health, shall include meals, lodging, taxi fare, air fare, car rental, use of private auto when performing services under this agreement, registration fees, parking, tips, and other miscellaneous expenses. Said reimbursement shall be processed in accordance with procedures established by the County Auditor/Controller for general County employees.
- I. Contractor shall not be entitled to any rights, privileges or benefits other than expressly set forth in this agreement. This agreement provides for the full compensation to Contractor for services required hereunder.
- J. Contractor shall be covered by County's Workers' Compensation and General Liability insurance for all hours actually worked under this contract.
- K. Contractor shall be eligible to participate in the County Dependent Care Assistance Plan (DCAP), as administered by the County.
- L. Contractor shall accrue 80 hours of vacation leave *annually*. Such vacation leave will accrue on a pro-rated basis for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned. Vacation periods should be taken annually with the approval of the appointing authority at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well being of the employee.

M. Contractor shall receive \$165.00 biweekly for a benefit plan and shall participate in the benefit plan and receive across the board benefit plan increases in the same manner and at the same time as general employees of the County.

N. Contractor shall not be entitled to sick leave.

O. Contractor shall be entitled to be paid for the County holidays delineated as follows:

January 1st; Third Monday in January; Third Monday in February; Last Monday in May; July 4th, First Monday in September; Second Monday in October; November 11th; Thanksgiving Day; Day after Thanksgiving; December 24th; December 25th; December 31st.

#### IV DURATION AND TERMINATION

A. The term of this agreement shall commence on July 1, 2003 and, unless earlier terminated as provided in Article IV, Paragraphs B., C. and D., below, shall terminate on June 30, 2004.

B. Either the Contractor or the Director may terminate this agreement for any reason or no reason at any time by serving fourteen (14) days written notice upon the other party. The Director of Behavioral Health has full discretion and authority to excursive the County's rights under this paragraph.

C. This agreement may be terminated at any time and without fourteen (14) days notice by mutual agreement of both the Contractor and the Director.

D. The Director may terminate this agreement immediately upon serving notice to the Contractor if the Contractor is found not to be in compliance with this agreement or if it is determined by the Director that the Contractor has engaged in personal or professional misconduct.

#### V SPECIAL PROVISIONS

A. Nothing contained in this Agreement shall be construed to permit assignment by the Contractor of any rights or duties hereunder, and such assignment is expressly prohibited without the written consent of the County.

B. Contractor agrees, during the term of this Contract, not to perform any work for any agency or other business entity under contract with the County, or for which the County has

administrative responsibility, whether such work is voluntary or paid, without prior written approval of the Director of the Department of Behavioral Health.

- C. As a condition of employment with the County, the Contractor does hereby agree to uphold the conflict of interest policy of San Bernardino County which is stated under Rule I, Section 8 of the San Bernardino County Personnel Rules, Conflict of Interest, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable to County employment.

- D. The Director or his/her designee may periodically evaluate the services of the Contractor.

- E. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during the performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.

In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen Thousand Dollars (\$15,000) for single injury or death;
2. Thirty Thousand Dollars (\$30,000) for multiple injury or death;

3. Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of Article VI, Paragraph E. shall be deemed grounds for termination of this agreement.

VII CONCLUSION

- A. This agreement, consisting of eight (8) pages and Schedule A is the full and complete document describing services to be rendered by the Contractor to the County, including all covenants, conditions, and benefits.
- B. This agreement supersedes any and all agreements that may exist between the Contractor and the County.
- C. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has subscribed to this agreement, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_

Fred Aguiar, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

Contractor

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Reviewed by Contract Compliance

► \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By



Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

oller-Recorder Use Only

ct Database		<input type="checkbox"/> FAS
Date	Keyed By	

Diane Terrones  
Family Support Coordinator

July 1, 2003 – June 30, 2004

**SCHEDULE A**  
PLANNING ESTIMATE  
Contract Employee  
San Bernardino County  
Department of Behavioral Health

<b>FY03/04</b>	<b>Hourly Rate</b>	<b>Bi-Weekly Salary</b>	<b>Benefit Value</b>	<b>Contract Value</b>
1 <sup>st</sup> Bi-Weekly Cost (1PP)	\$14.58	\$1,166.40	\$165.00	\$1,331.40
2 <sup>nd</sup> Bi-Weekly Cost (25 PPs)	\$15.02	\$1,201.60	\$175.00	\$34,415.00
Estimated Annual Hours	2,080			
FY Totals		\$31,206.40	\$4,540.00	\$35,746.40